

LOAN AGREEMENT

CIN No. L36911RJ1996PLC011381

This Loan Agreement ("Agreement") is made at the place and on the date stated in the Schedule BETWEEN AU Small Finance Bank Limited CIN L36911RJ1996PLC011381, a Scheduled Commercial Bank under second schedule of Reserve Bank of India Act 1934, and a small finance bank under Section 22 of Banking Regulation Act 1949 having its Registered Office at 19A, Dhuleshwar Garden, Ajmer Road, Jaipur -302001, Rajasthan, hereinafter called "AUSFB/ Bank" (which expression shall unless the context otherwise requires, include its successors and assigns) of the One Part AND the Borrower whose name and address are stated in the Schedule, hereinafter called "the Borrower" (which expression shall unless the context otherwise requires, include his heirs, executors, administrators and include the Co-borrowers, if any) of the Other Part:

ARTICLE I - DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires:
- (a) The term "Schedule" means the Schedule written after Article 10 of this Agreement.
 - (b) The term "Loan" means the Loan amount provided for in Article 2.1 of this Agreement and the Schedule.
 - (c) The term "repayment" means the repayment of the principal amount of Loan, interest thereon, commitment and/or any other charges, premium, fees or other dues payable in terms of this Agreement to AUSFB; and means in particular, amortisation provided for in Article 2.6 of this Agreement.
 - (d) The term "prepayment" means premature repayment as per the terms and conditions laid down by AUSFB in that behalf and in force at the time of prepayment.
 - (e) The expression "rate of interest" means the rate of interest referred to in Article 2.2 of this Agreement and as varied from time to time in terms of this Agreement.
 - (f) The expression "Equated Monthly Instalment" (EMI) means the amount of monthly payment necessary to amortise the Loan with interest within such period as may be determined by AUSFB from time to time. The expression Pre Equated Monthly Instalment Interest (PEMII) means interest at the rate indicated in Article 2.2, (as varied from time to time) on the Loan from the date/respective dates of disbursement to the date immediately prior to the date of commencement of EMI.
 - (g) The expression Applicable Interest Rate or AIR means the interest rate announced by AUSFB from time to time as its Marginal Cost of Fund Based Lending Rate (MCLR) or External Benchmark Rate (EBR) or any other benchmark rate as specified in Schedule and applied by AUSFB with spread, if any, as may be decided by AUSFB, on the Loan of the Borrower pursuant to this Agreement.
 - (h) The expression MCLR or EBR or any other benchmark rate means the percentage rate per annum decided by the AUSFB and announced / notified by the AUSFB from time to time as its 'Marginal Cost of Funds Based Lending Rate or External Benchmark Rate or any other benchmark rate' in terms of the guidelines of the Reserve Bank of India.
 - (i) The expression AIR Application Date means the date on which AIR is applied by AUSFB on the Loan of the Borrower in terms of this Agreement.
 - (j) The expression "Interest Rate Reset Revision Cycle" or "IRRRRC" means the frequency at which future/further AIRs are applied in terms of Article 2.3 of this Agreement.

Construction:

- 1.2 The term Borrower wherever the context so requires shall mean and be construed as borrowers and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender.
- 1.3 Subject to context thereof the expression "property" shall mean and include land.
- 1.4 The term construction shall mean and include extension renovation/repair

of the House, Flat, Apartment, Bungalow.

- 1.5 The terms and expressions not herein defined shall have the interpretation and meaning that have been assigned to them in terms of the General Clauses Act, 1897.

ARTICLE 2 LOAN, INTEREST etc.

2.1 Amount of Loan

The Borrower agrees to borrow from AUSFB and AUSFB agrees to lend to the Borrower a sum as stated in the Schedule on the terms and conditions herein set forth for the Purpose as described by the Borrower in the Loan application dated as described in the Schedule ("Application Form").

Once the Application Form submitted by the Borrower is accepted by AUSFB, the Borrower shall not be entitled to cancel the Loan or to refuse to accept disbursement of the Loan, except with the approval of AUSFB and payment to AUSFB of such cancellation or foreclosure charges as may be stipulated by AUSFB.

The Borrower acknowledges that processing fee as mentioned in the Schedule attached hereto has been paid by the Borrower.

2.2 Interest

(a) Until and as varied by AUSFB in terms of this Agreement the AIR applicable to the said Loan as at the date of execution of this Agreement is as stated in the Schedule.

(b) The Borrower shall reimburse or pay to AUSFB such amount as may have been paid or payable by AUSFB to the Central or State Government on account of any tax levied on interest (and/or other charges including the PEMII). On the Loan by the Central or State Government. The reimbursement or payment shall be made by the Borrower as and when called upon to do so by AUSFB.

(c) AUSFB shall have the right to reset the rate of interest ("Reset Interest Rate") on each IRRRC in accordance with any of the following options:

The MCLR/EBR or any other benchmark rate or the Margin, as the case may be, shall stand revised; or the fixed Interest Rate stands revised; or in accordance with its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion.

(d) AUSFB shall inform the Reset Interest Rate to the Borrower within such period as may be decided by AUSFB and communicated to the Borrower prior to such Interest Reset Date and the Borrower shall be liable to pay interest on the Loan at the Reset Interest Rate and all references in this Agreement and to the term "Interest Rate" shall mean such Reset Interest Rate.

Without prejudice to the AUSFB rights, Interest as aforesaid and the other amounts payable by the Borrower shall be charged/ debited to the Borrower's Loan account on the respective Due Date thereof and shall be deemed to form part of the outstanding Loan.

2.3 Computation of Interest

The EMI comprises of principal and interest calculated on the basis of monthly rests at the AIR and is rounded off to the nearest rupee. Interest and any other charges shall be computed on the basis of a year of three hundred and sixty-five days.

PROVIDED all future / further AIRs applicable for the amount of Loan lent by AUSFB to the Borrower shall be applied by AUSFB on the basis of Interest Rate Reset Revision Cycle (IRRRRC) stated in the Schedule with the first such application to be done on the first day of the month following the month in which the period of IRRRC computed from the date of the first disbursement of the Loan is completed. The subsequent applications shall be made after every period of IRRRC commencing from such first application.

However, in the event the Borrower intends to pre-close the Loan the interest would be calculated upto the date of actual prepayment.

2.4 **Details of Disbursement**

The Loan shall be disbursed in one lumpsum or in suitable instalments to be decided by AUSFB with reference to the need or progress of construction (which decision shall be final and binding on the Borrower). The Borrower hereby acknowledges the receipt of the Loan disbursed as indicated in the Receipt herein below.

2.5 **Mode of Disbursement**

- (a) Disbursement shall be made directly to Borrower or to any third party on the instruction of the Borrower, provided that the Borrower has provided a written instruction for the disbursement to third party. In case the purpose of Loan is to purchase a capital asset, the Lender shall make the disbursement in favour of the vendor selling such capital asset.
- (b) All payments to be made by AUSFB to the Borrower under or in terms of this Agreement shall be made by cheque duly crossed and marked A/c Payee Only/ or by way of RTGS/NEFT, and the collection charges if any, in respect of all such cheques will have to be borne by the Borrower and the interest on AUSFB Loan will begin to accrue in favour of AUSFB as and from the date of disbursement of the cheque/RTGS/NEFT irrespective of the time taken for transit/collection/realisation of the cheque by the Borrower or his bank/RTGS/NEFT.
- (c) In the event of Borrower opting for payments to be made by postdated cheques, the Borrower confirms and agrees that the Applicable Rate of Interest and terms thereof will be as on the date of execution of this Agreement and not as on the date of the cheque which is only relevant for the purposes of accrual of interest. Therefore, any reduction in interest rate prior to the realization of the cheque and after the date of execution of this Agreement will not be available to the Borrower. Similarly any increase in the interest rate prior to the realization of the cheque and after the date of the execution of this Agreement will not be passed on to the Borrower.

2.6 **Amortisation**

- (a) The Loan/Facility (or any part thereof) may be disbursed by the Lender/Bank upon receiving a drawdown request from the Borrower. The entire Loan/Facility should be availed of within the number of months, from the date of loan sanction, as specified in the Schedule (Availability Period). The Borrower's right to make draws shall expire at the end of the Availability Period ("Drawdown End Date"). However, the Loan/Facility Sanction may be kept open at the sole discretion of the Lender/Bank for an additional period of such number of days beyond the Availability Period as the Bank/Lender may deem fit. If the Loan/Facility is not drawn completely by the Borrower within the Availability Period, then the Bank shall be entitled to impose penalty, if any, as mentioned in the Sanction Letter. The mode and manner of Disbursement is left to the sole discretion of the Lender/Bank.
- (b) Subject to Article 2.2 the Borrower shall amortize the loan, if not demanded earlier by AUSFB as stipulated herein and in accordance with and subject to the terms & conditions of the Schedule hereto To overcome operational issues ,holidays etc, It is advised to keep sufficient balance in bank accounts 2-3 days prior to due date of EMI ,for clearance of EMI on due dates ,to avoid penal Interest and other charges and avoid delinquency status.
- (c) In addition to (a) above, the Borrower shall pay to AUSFB PEMII every month, if applicable.
The Borrower agrees that the repayment of the amount of the Loan together with interest, additional interest and all such other sums due and payable by the Borrower to the AUSFB shall be payable at the place where the branch of the AUSFB is situated or such other notified by the AUSFB to the Borrower by way of PDC an/or SI and/or ECS, details whereof are mentioned in the Schedule attached

hereto. The Borrower agrees that the amount shall be remitted to the AUSFB on the Due Date of EMI. In the event of any dishonour of PDC/SI/ACH/NACH instruction the Borrower agrees to pay a dishonour charge as mentioned in the Schedule attached hereto in addition to any additional interest that may be levied by the AUSFB. In the event of any variation in:

- i) The date of payment of EMIs or
 - ii) The amount of interest, principal or EMIs or
 - iii) The numbers thereof, the Borrower agrees and undertakes to forthwith issue fresh PDCs/ ECS/SI instructions to AUSFB as may be required by the AUSFB.
- (d) Notwithstanding what is stated in Article 2.6(a) above and in the Schedule, AUSFB shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as AUSFB may in its sole discretion decide. In such events the Borrower shall repay the Loan or the outstanding amount thereof as per the revised schedule as may be determined by AUSFB in its sole discretion and communicated to the Borrower by AUSFB in writing.
 - (e) Save and except as provided under sub-article (e) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation in the AIR and as a result of this the number of EMIs is liable to vary. No intimation shall be given by AUSFB as to the number of EMIs required to be paid by the Borrower upon each AIR application. Provided however, the information as to the applicable/applied AIR during the financial year of AUSFB and the number of EMIs payable from the last AIR application during such year shall be intimated by AUSFB to the Borrower annually. The Borrower shall pay EMIs until the Loan together with interest is repaid in full.
 - (f) Notwithstanding anything to the contrary contained in this Agreement, having regard to the AIR for the time being, AUSFB shall be entitled to increase the EMI amount suitably if:
 - (i) the said EMI would lead to negative amortisation (i.e. EMI not being adequate to cover interest in full), and / or
 - (ii) the principal component contained in the EMI is inadequate to amortise the Loan within such period as determined by AUSFB. The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by AUSFB and intimated to the Borrower by AUSFB.
 - (g) AUSFB may vary its MCLR/EBR or any other benchmark rate from time to time in such manner including as to the Loan amounts as AUSFB may deem fit in its own discretion.
 - (h) The Borrower shall of his own accord send to AUSFB a statement of his income every year from the date hereof. However, AUSFB shall have the right to require the Borrower to furnish such information/ documents concerning his employment, trade, business or profession at any time and the Borrower shall furnish such information/ documents immediately.

2.7 **Delay in payment of EMI etc.**

- (a) No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the EMI or PEMII regularly on Due Date. It shall be entirely his responsibility to ensure prompt and regular payment of EMI or PEMII.
- (b) The delay in payment of EMI or PEMII shall render the Borrower liable to pay additional interest at the rate of 36 per cent per annum or at such higher rate as per the rules of AUSFB in that behalf as in force from time to time. In such event, the Borrower shall also be liable to pay incidental charges and costs to AUSFB.

2.8 **Prepayment**

The Borrower shall be entitled to prepay the Loan, either partly or fully, as per rules of AUSFB, including as to the prepayment charges, for the time being in force in that behalf.
If the Borrower pre-pays only a part of the amount payable by the Borrower to the AUSFB, AUSFB shall be entitled to adjust the amount pre-paid

against the amount payable by the Borrower in such manner prescribed in clause 5.5. Notwithstanding the above, if the Borrower pays any amount to AUSFB before the Due Date, AUSFB shall be entitled to appropriate the same in such manner prescribed in clause 5.5.

In the event of such pre-payment, the repayment schedule shall be altered by AUSFB at the request of the Borrower and the Borrower agrees to adhere to the altered re-payment Schedule.

2.9 **Liability of Borrower to be Joint and Several**

Where the Loan is provided to more than one Borrower and the loan amount is disbursed to any one of the Borrowers, then it would amount to disbursement to all the Borrowers and Co-Borrowers. Notwithstanding anything herein stated, the liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement/and any other Agreement's, document's that may have been or may be executed by the Borrower with AUSFB in respect of this Loan or any other Loan or Loans is joint and several.

2.10 **Cross Default**

The Borrower agrees and acknowledges that any default by the Borrower under any credit facility agreement or arrangement entered into by the Borrower with AUSFB, any bank and/or financial institution/non banking financial company and/or other creditors, shall constitute an event of default under this Agreement and vice-versa. The Borrower agrees that any security provided by the Borrower to AUSFB under any other credit facility shall be available to AUSFB under this Loan Agreement upon the occurrence of an event of default under this Loan Agreement and vice versa.

2.11 **Cross Collateralization:**

Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the AUSFB, shall be deemed to be the security(ies) under this Agreement and shall not be discharged till such time all the loan(s)/ facility(ies) are fully discharged to the satisfaction of AUSFB. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with AUSFB, under which the Borrower is enjoying financial/ credit facility, such event, shall be considered as an event of default occurred under this Agreement and AUSFB, shall be absolutely entitled to exercise all or any of its rights under this Agreement including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the loan/ facility(ies) availed/to be availed from AUSFB.

2.12 **Loan availed under Employer's Schemes:**

Upon the Borrower opting for any scheme or accepting any offer from his employer providing for any benefit for availing the Loan, then upon resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason or upon the Borrower resigning or retiring from the service of the employer for any reason whatsoever, notwithstanding anything to the contrary contained in this Agreement or any letter or document, the entire outstanding principal amount of the Loan as well as any outstanding interest and other dues thereon shall be payable by the Borrower to AUSFB from the amount or amounts receivable by him from the employer under such scheme or offer, or any terminal benefit, as the case may be. Provided however, in the event of the said amount or amounts being insufficient to repay the said sums to AUSFB in full, the unpaid amount remaining due to AUSFB shall be paid by the Borrower in such manner as AUSFB may in its sole discretion decide and the payment will be made by the Borrower accordingly notwithstanding anything stated in Article 2.6 and the Schedule. The Borrower hereby irrevocably authorises AUSFB to communicate with and receive the said amounts from his employer directly.

ARTICLE 3 COVENANT FOR SECURITY

3.1 Security for the Loan The Borrower covenants that the principal sum of the Loan, interest, commitment and other charges and any other dues under this Agreement shall be secured by such security as AUSFB shall

determine in its sole discretion with AUSFB having the right to decide the place, timing and type of the security including the manner of its creation and/or additional security it may require and the Borrower shall create the security accordingly and furnish any such additional security as may be decided by AUSFB. All security furnished by the Borrower to AUSFB in connection with the Loan shall remain a continuing security to AUSFB and the same shall be binding upon the Borrower.

The Borrower agrees that the security shall not be discharged/released by intermediate payment by the Borrower or any settlement of accounts by the Borrower till such time all the dues in respect of the Loan are fully paid to the satisfaction of AUSFB and the AUSFB consents to give a discharge/ release in respect of the security in writing to the Borrower.

3.2 The Borrower shall execute any such agreement's, document's, undertaking's, declaration's that may be required now or hereafter at any time during the pendency of this Loan/or any other Loan or Loans granted by AUSFB hereafter.

ARTICLE 4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

- 4.1 (a) Utilisation of Borrowers Contribution: The Borrower assures AUSFB that the Borrower has, prior to receiving the disbursement of the Loan this day as aforesaid utilised his own contribution i.e. the cost of the property less AUSFB's Loan.
(b) Compliance: The Borrower has assured AUSFB that he has complied with all other preconditions for disbursement of the Loan.
(c) In case of Commercial Purchase Loan, Borrower has submitted commercial usage permission from competent authority.

4.2 **Other Conditions for Disbursement**

The obligation of AUSFB to make any disbursements under the Loan Agreement shall also be subject to the conditions that:

- (a) Non-existence of Event of Default: No event of default as defined in Article 7 shall have happened.
(b) Evidence for Utilisation of Disbursement: The Borrower shall produce such evidence of the proposed utilisation of the proceeds of the disbursement as is found satisfactory by AUSFB.
(c) Extra-ordinary Circumstances: No extra-ordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfil his obligations under this Agreement.
(d) Utilisation of prior Disbursement: The Borrower shall have satisfied AUSFB about the utilisation of the proceeds of any prior disbursements.

ARTICLE 5 COVENANTS

5.1 **Particular Affirmative Covenants**

- (a) **Utilisation of Loan:**
The Borrower shall utilise the entire Loan for the purchase/construction of the property as indicated by him in his Loan application and for no other purpose whatsoever.
The Borrower confirms that loan is not only given by AUSFB in respect of properties meant for residential use but also towards the commercial purposes and declares so while applying for Loan.
(b) **Purchase / Construction :**
The Borrower covenants that he shall complete the purchase / construction as indicated by him in his Loan application and in accordance with the sanctioned plan or otherwise and obtain and produce to AUSFB a proper completion certificate and occupation certificate issued by the concerned municipal corporation or municipality or authority. The Borrower further covenants that it shall be his responsibility to ensure that the construction of the property is in accordance with the National Building Code of India issued by the Bureau of Indian Standards and also meets with the safety standards prescribed therein.
AUSFB will be given written notice on completion of Construction.

The Borrower will obtain certificate of occupation and certificate of completion

(c) **Notify causes of delay:**

The Borrower shall promptly notify any event or circumstances which might operate as a cause of delay in the commencement or completion of the construction/purchase of property.

(d) **Maintenance of property:**

The Borrower shall maintain the property in good order and condition and will make all necessary additions and improvements thereto during the pendency of the Loan and that the Borrower will ensure that the value of the Property does not diminish.

The Borrower shall on the AUSFB's request do, perform and execute such acts, deeds, matters and things as the AUSFB may consider necessary either to perfect the security provided for or to carry out the intent of this Agreement.

(e) **To notify change in employment etc.:**

The Borrower shall notify any change in his employment, business or profession, residential address within seven days of the change. In the event the Borrower is self-employed, the Borrower hereby undertakes to keep AUSFB informed about the financials of his business on a regular basis as may be notified to him by AUSFB. In the event the Borrower is a company, partnership or sole proprietor, the Borrower shall provide AUSFB such information and/or documents as may be required by the AUSFB

(f) **Compliance with rules etc. and payment of maintenance charges etc.:**

The Borrower shall duly and punctually comply with all the terms and conditions for holding the property and all the rules, regulations, bye-laws etc., of the concerned Co-operative Society, Association, Limited Company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of the said property or the use thereof.

(g) **Insurance:**

Notwithstanding what is contained herein or any document or letter the Borrower shall be vigilant and he shall ensure that the property is, during the pendency of the Loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion, etc, AUSFB being made the sole beneficiary under the policy/policies, and produce evidence thereof to AUSFB on his own from time to time. The Borrower shall pay the premium amounts promptly and regularly so as to keep the policy/policies alive at all times during the said period.

(h) **Loss/ Damage to property:**

The Borrower shall promptly inform AUSFB of any material loss/ damage to the property that may be caused to it for any reason whatsoever.

(i) **Title:**

The Borrower shall ensure that he has absolute, clear and marketable title to the property and that the property shall be absolutely unencumbered and free from any liability whatsoever. The Borrower shall pay all municipal taxes, ground rent and such other municipal and local charges in accordance with the municipal laws and regulation in relation to the property.

(j) **The Prevention of Money Laundering Act, 2002:**

The Borrower declares that all the amounts including the amount of own contribution paid/ payable in connection with the property, as well as any security for the Loan, is/ shall be through legitimate source and, does not / shall not constitute an offence of Money Laundering under The Prevention of Money Laundering Act, 2002.

5.2 **Notify Additions, Alterations**

The Borrower shall notify and furnish details of any additions to or alterations in the property or the user of the property which might be proposed to be made during the pendency of the Loan. The Borrower further undertakes to notify AUSFB and furnish details of any addition or

alteration or change in the property offered /intended to be offered to secure the Loan.

AUSFB will be informed at regular intervals of the progress of Construction of the dwelling unit/Property if any.

5.3

AUSFB's Right to inspect

The Borrower agrees that AUSFB or any person authorised by it shall have free access to the property for the purpose of inspection/supervising and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the Loan. The Borrower further agrees that AUSFB shall have free access to the property for the purpose of inspection at any time during the pendency of Loan.

Other covenants.

a) The Borrower shall confirm that the true copies of the document submitted for the purpose of the Loan are genuine. AUSFB may at any time, call for or require verification of originals of any/all such copies. Any such copy in possession of AUSFB shall be deemed to have been given only by the Borrower.

b) The Borrower confirms that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower, threatened, by or against the Borrower before any court of Law or Government authority or any other competent authority which might have a material adverse effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this Agreement or any of its terms and conditions.

c) The Borrower agrees, confirms and acknowledges that the Borrower has exercised due care and caution (including, where necessary, obtaining of advise of tax/legal/accounting/financial/other professionals) prior to taking of the decision, acting or omitting to act, in respect of financing and/or the Property and further agrees, confirms and acknowledges that the AUSFB is not responsible for any delay in construction/giving of possession /completion of the Property including where AUSFB may have approached /sanctioned or otherwise provided by the Borrower any information in respect of the builder/developer/seller of the Property.

d) The Borrower agrees, confirms and acknowledges that the documents pertaining to acquisition of Property as entered into by the Borrower or executed for and on behalf of the Borrower which is the subject matter of the Loan are valid and subsisting during the tenure of the Loan, subject to the terms of this Agreement, and the legal and beneficial ownership of the Property shall continue being in the name of the Borrower during the tenure of the Loan subject to the terms of this Agreement.

e) The Borrower shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower in relation to the Loan and/or security created by the Borrower in favour of AUSFB.

f) The Borrower agrees to furnish such number of PDCs to AUSFB as may be required by the AUSFB.

5.4

Negative Covenants

Unless AUSFB shall otherwise agree:

(a) **Possession:**

The Borrower shall not let out or give on lease/leave and license or otherwise howsoever part with the possession of the property or any part thereof.

(b) **Alienation:**

The Borrower shall not sell, mortgage, lease, surrender or otherwise howsoever alienate the property or any part thereof. The Borrower shall not execute any document, such as Power of Attorney, or any other similar or other deed, in favour of any person to deal with the Property in any manner. The Borrower shall not enter into any agreement for cancellation of/cancel the Sale deed/Agreement to Sell entered into by the Borrower for the purchase of the Property.

(c) **Agreements and Arrangements:**

The Borrower shall not enter into any agreement or arrangement with any person, institution or local or Government body for the

use, occupation or disposal of the property or any part thereof during the pendency of the Loan.

(d) **Change of use:**

In case of home loan, the Borrower shall not, unless the AUSFB shall otherwise previously approve in writing, change residential use of the property (including but not limited to change the residential use of the Property to commercial use of the Property). In case of Commercial Purchase Loan, the Borrower shall not, unless the AUSFB otherwise approves in writing, change use of the property other than for self-occupancy and self business. If the property is used for any purpose other than residential purpose for home loan and self occupancy/self business purpose for commercial purchase loan, in addition to any other action which AUSFB might take, AUSFB shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.

(e) **Merger:**

The Borrower shall not amalgamate or merge the property with any other adjacent property nor shall he create any right of way or any other easement on the property.

(f) **Leaving India:**

The Borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the Loan then outstanding together with interest and other dues and charges including prepayment charges as per the rules of AUSFB then in force.

5.5 **Appropriation of payments**

Unless otherwise agreed to by AUSFB any payment due and payable under the Loan Agreement and made by the Borrower or received by AUSFB would be appropriated towards such dues in the order, namely:

1. EMI or principal amount of the Loan
2. PEMI
3. costs, charges, expenses, incidental charges and other monies that may have been expended by AUSFB in connections with recovery;
4. additional interest and/or liquidated damages on defaulted amounts;
5. commitment charge and fees;
6. Any payment made by the Borrower under the Facility shall be adjusted towards the interest on costs, fees & charges and other expenses; costs, fees & charges and other expenses; interest on arrears of Facility; repayment of Facility; the balance, if any, towards the dues owed by the Borrower under any other agreement entered into with AUSFB or in such manner as AUSFB may in its sole discretion consider necessary or expedient.

5.6 **Change in address:** The Borrower shall inform AUSFB forthwith as regards any change in his address for service of notice.

5.7 The Borrower further covenants with AUSFB that the Borrower shall not use the Loan for any anti-social purpose or speculative purpose.

5.8 The Borrower further covenants that if any declaration/covenants made by the Borrower with reference to the Loan is found to be false, then AUSFB will be entitled to revoke and/or recall the credit facility/Loan sanctioned to the Borrower.

ARTICLE 6 BORROWER'S WARRANTIES

6.1 The Borrower hereby warrants and undertakes to AUSFB as follows:

(a) **Confirmation of Loan application:**

The Borrower confirms the accuracy of the information given in his Loan application made to AUSFB and any prior or subsequent information or explanation given to AUSFB in this behalf.

(b) **Disclosure of material changes:** That subsequent to the said Loan application there has been no material change which would affect the purchase/construction of the property or the grant of the Loan as proposed in the Loan application.

(c) **Charges and encumbrances:** That there are no mortgages, charges,

lispendens or liens or other encumbrances or any rights of way, light or water or other easements or right of support on the whole or any part of the property.

(d) **Litigation:** That the Borrower is not a party to any litigation of a material character and that the Borrower is not aware of any facts likely to give rise to such litigation or to material claims against the Borrower.

(e) **Disclosure of defects in property:** That the Borrower is not aware of any document, judgement or legal process or other charges or any latent or patent defect affecting the title of the property or of any material defect in the property or its title which has remained undisclosed and/or which may affect AUSFB prejudicially.

(f) **Public schemes affecting the Borrowers property:** That the Borrowers property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.

(g) **Infringement of local laws:** That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the property nor has the Borrower been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram Panchayats or Local Authorities or with any other process under any of these Acts.

(h) **Disclosure of facts:** That the Borrower shall disclose all facts relating to his property to AUSFB.

(i) **Due payments of public and other demands:** That the Borrower has paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

(j) It shall be the Borrower's obligation to keep himself acquainted with the rules of AUSFB, herein referred to, in force from time to time.

(k) The Borrower shall continue to remain in occupation/possession of the property and shall not part with the possession thereof either partly or wholly until the entire Loan with interest has been repaid to the AUSFB.

(l) That the contract for sale with the vendor is valid and subsisting.

(m) The Borrower does not violate any covenant, conditions or stipulations under any existing Agreements entered into by the Borrower with any party, by availing the Loan from AUSFB.

(n) The Borrower assures that all the necessary approvals for availing the Loan and creating the security/securities have been obtained or shall be obtained.

(o) The Borrower is entitled and empowered to borrow the Loan, provide the security documents, execute the promissory notes if any and all other documents and papers in connection with and upon execution of the same will create legal and binding obligations on the Borrower and shall be enforceable in accordance with their respective terms.

(p) The Borrower shall not pay any guarantee fee/commission to the guarantor in relation to the guarantor providing guarantee for the Borrower.

ARTICLE 7 Event of Default

7.1 **Events of Default**

(a) **Payment of Dues:** Default shall have occurred in payment of EMIs and/or PEMIIs and in payment of any other amounts due and payable to AUSFB in terms of this Agreement and/or in terms of any other Agreement/s, document's that may be subsisting or that may be executed between the Borrower and AUSFB hereafter.

(b) **Performance of Covenants:** Default shall have occurred in the performance of any other covenants, condition is or agreements on the part of the Borrower under this Agreement or any other Agreement's

between the Borrower and AUSFB in respect of this Loan and for any other Loan and such default shall have continued over a period of 30 days thereof.

- (c) **Supply of Misleading information:** Any information given by the Borrower in his Loan application to AUSFB for financial assistance is found to be misleading or incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.
- (d) **Inability to Pay Debts:** If there is reasonable apprehension that the Borrower is unable to pay his debts or proceedings for taking him into insolvency have been commenced.
- (e) **Depreciation of Security:** If the security depreciates in value to such an extent that in the opinion of AUSFB further security to the satisfaction of AUSFB should be given and such security is not given, inspite of being called upon to do so.
- (f) **Sale or Disposal of Security:** If the security for the Loan is sold, disposed of, charged, encumbered or alienated.
- (g) **Attachment or Distraint on Property:** If an attachment or distraint is levied on the property or any part thereof and/or certificate proceedings are taken or commenced for recovery of any dues from the Borrower.
- (h) **Failure to furnish information/documents/postdated cheques:** If the Borrower fails to furnish information/documents as required by AUSFB under the provisions of Article 2.6(g) or furnish PDCS as required by AUSFB.
- (i) **Failure to create security:** If the Borrower fails to create security as required by AUSFB.
- (j) There is any change in the constitution, management or existing ownership or control of share capital of the Borrower (in case the Borrower is a company or partnership firm);
- (k) If any permission, authorization, issued by the competent authority(ies) with respect to construction and/or legality of the property is withdrawn or cancelled or withheld for any reason whatsoever.
- (l) **Bankruptcy or Insolvency or death:** If the Borrower shall become bankrupt or insolvent or dies, or an application for insolvency under the Insolvency and Bankruptcy Code, the principal of and all accrued interest on the Loan and any other dues shall thereupon become due and payable forthwith, anything in this Agreement to the contrary notwithstanding.
- (m) If the Borrower fails to maintain insurance over the property or fails to pay municipal taxes applicable to the property.

7.2 If one or more of the events specified in clause 7.1 (hereinafter called events of default) shall have happened, then, AUSFB by a written notice to the Borrower may declare the principal of and all accrued interest on the Loan that may be payable by the Borrower under or in terms of this Agreement and/or any other Agreements, documents subsisting between the Borrower and AUSFB, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other Agreement/s or document's.

7.3 Notice to AUSFB on the Happening of an Event of Default: If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give AUSFB notice thereof in writing specifying such event of default, or such event.

7.4 Issue of certificates: AUSFB may issue any certificate as regards payment of any amounts paid by the Borrower to AUSFB in terms of this Agreement only if the Borrower has paid all amounts due under the Agreement to AUSFB and the Borrower has complied with all the terms of this Agreement.

7.5 Communication with third party, etc. :In the event of default AUSFB shall be entitled to communicate, in any manner it may deem fit, to or with any

person or persons with a view to receiving assistance of such person or persons in recovering the defaulted, amounts. Also, representatives of AUSFB shall be entitled to visit the property and/ or any place of work of the Borrower.

ARTICLE 8 WAIVER

8. Waiver not to impair the Rights of AUSFB

No delay in exercising or omission to exercise, any right, power or remedy accruing to AUSFB upon any default under this Agreement or any other Agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of AUSFB in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of AUSFB in respect of any other default.

ARTICLE 9 EFFECTIVE DATE OF AGREEMENT

9. Agreement to become Effective from the Date of Execution.

The Agreement shall have become binding on the Borrower and AUSFB on and from the date of execution hereof. It shall be in force till all the monies due and payable to AUSFB under this Agreement as well as all other Agreement/s, documents that may be subsisting/executed between the Borrower and AUSFB are fully paid.

ARTICLE 10 MISCELLANEOUS

10.1 Place and Mode of Payment by the Borrower:

All monies due and payable by the Borrower to AUSFB under or in terms of this Agreement shall be paid at the registered office or the concerned regional/ branch office of AUSFB by cheque or bank draft/RTGS/NEFT/ SI/ACH/NACH, drawn in favour of AUSFB on a bank in the town or city where such registered office/branch/regional office is situated or in any other manner as may be approved by AUSFB and shall be so paid as to enable AUSFB to realise the amount sought to be paid on or before the Due Date to which the payment relates. Credit for all payments by cheque/ bank draft drawn/ACH/NACH will be given only on realisation thereof by AUSFB.

10.2 Inspection, Refinance, etc.

- (a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the Loan, to officers of AUSFB. The Borrower shall also permit similar inspection by officers of such other companies, banks, institutions or bodies as AUSFB may approve and intimate the Borrower.
- (b) AUSFB shall have the option to obtain any refinance facility or Loan from any bank, company, institution or body, against any security that may have been furnished by the Borrower to AUSFB.
- (c) AUSFB shall have the authority to make available any information contained in the Loan application form and/or any document or paper or statement submitted to AUSFB by or on behalf of the Borrower and/or pertaining or relating to the Borrower and/or to the Loan including as to its repayment conduct, to any rating or other agency or institution or body as AUSFB in its sole discretion may deem fit. AUSFB shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Loan and/or the Borrower from any source or person or entity to whom the Borrower hereby authorises to furnish such information.
- (d) No director or senior officer of the Bank are related to the Borrower.
- (e) Borrower is not related to the director of the Banking Company and their relatives.
- (g) Borrower is not a willful defaulter as per RBI guidelines.

10.3 Assignment

The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement and/or any other related transaction documents without the approval of AUSFB. AUSFB may, at any time,

assign or transfer all or any of its rights, benefits and obligations under this Agreement and/or any other related transaction documents. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by AUSFB, continue to make all payments under this Agreement to AUSFB and all such payments when made to AUSFB shall constitute a discharge to the Borrower from its liabilities only to the extent of such payments.

10.4 Service of Notice

Any notice or request required or permitted to be given or made under this Agreement to AUSFB or to the Borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by Notice to the party giving such notice or making such request: For AUSFB: 19 A, Dhuleshwar Garden, Ajmer Road, Jaipur -302001, Rajasthan. For the Borrower: The residential address stated in the schedule or the property address described in the Schedule.

10.5 The Borrower agrees/confirms as follows:

- (a) to keep alive the Insurance Policy/Policies assigned in favour of AUSFB by paying on time the premium as they fall due and produce the receipts to AUSFB whenever required;
- (b) AUSFB shall have the right to receive and adjust any payment that it may receive in connection with any insurance policies against the Loan and alter the amortisation schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper;
- (c) that he has scrutinized and is satisfied with the building plan, commencement certificate and all the requisite permissions pertaining to the property and that the construction is as per the approved plan and of a satisfactory quality.
- (d) AUSFB may return the security (if any) to either/any of the Borrowers notwithstanding any contrary advice/intimation from either/any of the Borrowers at a later date.
- (e) Notwithstanding anything contained in this Loan Agreement the Borrower is aware that in order to avail/claim benefit under the Income Tax Act (as in force from time to time) all the payments for the period upto March 31 would need to be paid by him on or before March 31 every year so that the same can be reflected in his statement of account for the concerned financial year.
- (f) The Borrower alone shall be responsible to bear and pay the stamp duty, registration and other documentation charges as well as all other statutory charges on this Agreement as well as on all other instruments in relation to the Loan/Security (as may be applicable). However, it is clarified that, in cases where the cost of the house/dwelling units/property exceeds Rs.10 lakh, such stamp duty, registration and other documentation charges shall not form part of the Loan amount.
- (g) The Borrower declares and affirms that the particulars and information given in the application form are true, correct and complete and that he has not withheld any facts which are / were relevant or material for considering his application or granting of the Loan by AUSFB.
- (h) That the Borrower has read and understood this Agreement and in the event that the Borrower is illiterate and/or cannot read English language, the terms and conditions of this agreement have been read over, translated and explained in detail in the vernacular language to the Borrower.

10.6 Disclosure

The Borrower hereby agrees as a pre-condition of the Loan given to the Borrower by AUSFB that, in case the Borrower commits default in the repayment of the Loan or in the repayment of interest thereon or any of the agreed installment of the Loan on due dates, AUSFB and/or the Reserve Bank of India will have an unqualified right to disclose or publish the Borrower's name as defaulter in such manner and through such medium as

the AUSFB or Reserve Bank of India in their absolute discretion may think fit. Accordingly, AUSFB shall have the right to furnish and publish the name of the Borrower as defaulter to the Reserve Bank of India or other regulatory authority. Notwithstanding the above the Borrower understands that as a pre-condition relating to grant of the Loan to the Borrower AUSFB requires the Borrower's consent for the disclosure by AUSFB of information and data relating to the Borrower, of the credit facility availed of/to be availed by the Borrower, obligations assumed/to be assumed by the Borrower in relation thereto and default, if any, committed by the Borrower in discharge thereof. Accordingly, the Borrower hereby agrees and gives consent for the disclosure by AUSFB of all or any such

- a) Information and data relating to the Borrower;
- b) The information or data relating to any credit facility availed of/to be availed by the Borrower; and
- c) Default, if any, committed by the Borrower in discharge of such obligation as AUSFB may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited or any other agency authorized in this behalf by Reserve Bank of India.

10.7. The terms and conditions of this Agreement shall also adhere to the terms and conditions of recovery policy of the AUSFB as uploaded on its website in accordance with RBI circular on recovery agents engaged by banks wherein all parties shall abide by provisions regarding:

- a) notice period before taking possession
- b) circumstances under which the notice period can be waived
- c) the procedure for taking possession of the security
- d) a provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the property
- e) the procedure for giving repossession to the borrower and
- f) the procedure for sale / auction of the property.

11. The Borrower further declares that the information and data furnished by the Borrower to AUSFB are true and correct.

12. The Borrower also understands and agrees that:

- a) the Credit Information Bureau (India) Limited or any other Credit Information Companies (CICs) and any other agency so authorized may use, process the said information and data disclosed by AUSFB in the manner as deemed fit by them; and
- b) the Credit Information Bureau (India) Limited or any other agency so authorized may furnish for consideration the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

12.1 AUSFB may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with AUSFB in relation to this Agreement such information about the Borrower, as AUSFB may deem appropriate.

12.2 The Borrower confirms that AUSFB may for the purposes of credit reference checks, verification, etc., disclose any information/ documents relating to the Borrower under this Agreement to any third party.

12.3 The Borrower further authorizes AUSFB to disclose such information/ documents to Reserve Bank of India, Income Tax Authorities, Credit Bureau, third parties, Credit Rating Agencies, Databanks, Corporates, other banks, financial institutions or any other Government or Regulatory Authorities, statutory authorities, quasi judicial authorities.

12.4 AUSFB shall have the option to obtain any refinance facility from National Housing Bank, any company, bank, Institution, body against any security that may have been furnished by the Borrower to AUSFB.

12.5 It is the responsibility of the Borrower to communicate the GSTIN number of particular state for the purpose of billing.

- (i) In case of unregistered borrower, the address as given under Borrower's

- Details would be considered for the purpose of computation of GST.
- (ii) In case of registered applicants, the address given under Borrower's Details shall be considered as the registered place of business for the purpose of computation of GST
 - (iii) Please note that for the purpose of this agreement, registered applicant would mean a person registered under the GST Act.
- For the purpose of the above clause, 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST'), Union Territory Goods and Services Tax ('UTGST') and any other taxes levied under the GST related legislations in India as may be applicable. The term 'GST legislation/s' should be accordingly interpreted.

13. SEVERABILITY

The Articles of the Agreement and the clauses contained in each Article are severable and any illegality, invalidity or irregularity, inconsistency or repugnancy of any Article or any clause in Article shall not in any way affect the legality, validity or regularity of any other Article or clause of the Article.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects with the Laws in India and the Borrower and AUSFB hereby mutually agree that any matter or issues arising hereunder or any dispute hereunder shall, at the option/discretion of AUSFB, be subject to the exclusive jurisdiction of the Courts of the City of Jaipur India. This shall not however limit the rights of AUSFB to file/take proceedings in any other Court of Law or Tribunal of Competent Jurisdiction

15. CONSENT TO DISCLOSE

The Borrowers and the Guarantors confirm that AUSFB may for the purposes of credit reference checks, verification, assignment, etc. disclose any information/documents relating to the Borrowers and the Guarantors (pertaining to the Facility availed by the Borrower) to any third party appointed by it. The Borrowers and the Guarantors further authorize AUSFB to disclose said information /documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities.

- 16. "The Bank shall be entitled to mark lien and set off all monies, securities, deposits and other assets and properties belonging to the Borrower and/or the Guarantor (s) in the possession of the Bank, with or without notice, whether in, or on any account of the Bank or otherwise, whether held singly or jointly by the borrower and/or the Guarantor with others and may appropriate the same for settlement of dues hereunder."
- 17. "If the borrower fails to pay monies when due or when declared due prior to the date when it would otherwise have become due or commits any other default under any agreement (including this agreement) with the Bank under which the borrower is enjoying credit facility, then the bank will be absolutely entitled to exercise all or any of its rights under any agreement of the borrower with the Bank at its sole discretion."
- 18. The Borrower hereby gives specific consent to the AUSFB for disclosing /submitting the 'financial information' as defined in Section 3 (13) of the

Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the AUSFB, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the AUSFB, as and when requested by the concerned IU'.

- 19. This Agreement shall be read in conjunction with sanction letter issued by AU SFB and accepted by Borrower.
- 20. The Bank shall be entitled to offer further credit facilities by way of enhancement to the Borrower and the Borrower/ authorized representative, if interested, shall record his/her consent over phone for availing the credit facilities. The consent of the Borrower/authorized representative, so recorded, shall be binding on them and shall constitute a legally valid agreement. The terms and conditions of this loan agreement and sanction letter, if any, shall also apply to the credit facilities offered over phone to the Borrower. Bank shall be entitled to contact the Borrower and the Guarantor for any promotional campaign/ offers through any electronic media including WhatsApp. Timely repayment of the loan facility is essence of this contract.
- 21. **ARBITRATION**
All matters, questions, disputes, default, difference and or claims arising out of and/or concerning and/or in connection and/or in consequence of breaches, termination or invalidity thereof or relating to this Agreement, whether or not obligations of either or both parties under this Agreement be subsisting at the time of such dispute and whether or not this agreement has been terminated or purported to be terminated or completed shall be settled by arbitration in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory amendment thereof and shall be referred to the sole arbitrator to be nominated by the Lender/Bank. The award given by the sole arbitrator shall be final and binding on all parties to all parties to the Agreement. The seat of arbitration shall be Jaipur, Rajasthan.
In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.
- 22. AUSFB/agents shall be entitled to visit premises of the Borrower and his/her normal place of business or any other address in the knowledge of AUSFB for collection of dues.

Drawdown Schedule

Drawdown Start Date	
Next Tranche Date	
Next Tranche Date	
Next Tranche Date	
Drawdown End Date	
Availability Period	

SCHEDULE / KEY FACT STATEMENT

1. Place and Date of Loan Agreement:
Loan A/C No _____ File No. _____
Place _____ Date _____
2. Product: RESIDENT HOUSING LOAN / COMMERCIAL PURCHASE LOAN
- 2.1 Name of the Borrower
(a) _____
(b) _____
(c) _____
(d) _____
- 2.2 Address of the Borrower
(a) _____
(b) _____
(c) _____
(d) _____
- 2.3 Amount of Loan _____
- 2.4 Loan Term _____
- 2.5 Interest Type/AIR Fixed Variable (floating) Flexi Scheme
(a) Interest chargeable (a) _____ % (MCLR/EBR _____ + _____)
(In case of Variable (Floating) Rate Loans)
(b) Interest chargeable (b) _____ %
(In case of Fixed Rate Loans)
- “In case of Flexi Scheme interest rate: Rate of Interest offered to borrower is 3 years fixed and Variable (floating) thereafter. After completion of the tenure of the fixed term, the rate of interest will be converted to Variable (floating) rate of Interest without any fresh intimation to the borrower. The Variable (floating) rate of interest will be linked to the prevailing Marginal Cost of Lending Rate (MCLR) / External Benchmark Rate (EBR) as on the date of reset.”
- 2.6 Date of reset of interest _____
- 2.7 Mode of communication of changes in interest rates _____
- 2.8 Date of Loan Application _____
3. Amortisation :
(a) Term of repayment _____ months*
(b) EMI Rs. _____ * Number of EMIs _____ *
(c) Date of commencement of EMI _____ st day of _____
(d) Due Date of payment of EMI (EMI due Date) _____ th day of _____
(e) PEMI Rs. _____ * Number of PEMIs _____ *
(f) Additional Interest/ Penalty of Delayed Payments: 36% per annum
(g) Mode of Repayment: _____
(i) Date on which annual outstanding balance statement will be issued _____
1. However, in the event of delay or advancement of disbursement, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement will have been completed. In such a case, the Due Date of payment of the first EMI shall be the _____ th day of the month following such month.
 2. The Borrower shall endeavor to pay subsequent EMIs at the end of each respective month but in any case shall pay on or before the 5th day of the following month.
 3. Notwithstanding anything to the contrary contained herein AUSFB may by notice to the Borrower suspend or cancel further disbursements of the Loan if the Loan shall not have been fully drawn within _____ months from the date of the letter of offer.
 4. If the Loan is not totally drawn by the Borrower within a period of _____ months from the date of letter of offer, the EMI may be altered and Loan will be downsized to the amount disbursed in such manner and to such extent as AUSFB may, in its sole discretion, decide and the repayment will be made as per the said alteration and notwithstanding anything stated in Article 2.6 and the Schedule.
4. Fee payable
a) On application(Pl individually specify all type of fee) _____ % on initial sanction at the time of disbursement

- b) During the term of the loan (Pl individually specify all type of fee) _____% of the sanction limit at the time of review of the account or after completion of 1 year of the account
- c) On foreclosure (Pl individually specify all type of fee) 5% of Principal Outstanding, if paid before 12 Months 3% of Principal Outstanding balance, if paid after 12 Months
- d) Fee refundable if loan not sanctioned/disbursed
- e) Conversion charges for switching from floating to fixed interest and vice-versa NA
- f) Penalty for delayed payments interest 0 for loans upto Rs. 25,000. Above Rs. 25,000/- penal shall be charged at a rate upto 3% p.m. over the applicable rate

5. Charges

- | | |
|--|--|
| • Dishonour Charge: _____ | • Processing Fee: _____ |
| • Part Prepayment Charges _____ | • Loan reschedulement charges _____ |
| • Cheque swapping charges _____ | • Document retrieval charges _____ |
| • ECS/PDC Dishonour Charges _____ | • Inward cheque dishonour charge _____ |
| • Renewal fees and other charges _____ | • EMI cycle change charges _____ |

6. Details of Property, Security and other charges

- i) Description & address of property
- ii) Description of original title documents
- iii) Security :
- (i) A first/_____charge by way of _____Mortgage in favour of the AUSFB over the aforementioned property
- (ii) An irrevocable and unconditional guarantee from _____ in favour of the AUSFB. No guarantee commission shall be payable by the Borrower to the guarantors.
- (iii) Details of Guarantor

Address: _____

PAN Number _____

Personal Assets _____

7. Legal heirs of Borrower _____

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written, SIGNED AND DELIVERED by the withinnamed Borrower

I/We _____ (Hereinafter referred as the "Borrower") hereby declare that, I/We have fully read and understood and were explained about the loan agreement, and I/we accept and agree to all contents and terms and condition/ general notes mentioned in the agreement from page no 1 to 34 and all paragraphs/clauses from 01 to 22 and the schedule and also confirm to abide by same and the aforesaid other documents. Pursuant to the same the aforesaid person(s) is/are affixing his/her/their signature(s)/ thumb impression(s) as given herein below. I/We confirm that whatever I/we have stated hereinabove is true and correct to the best of my knowledge and belief and I/We enter into this agreement voluntarily, with full knowledge of its effect and signing of this document shall construed as signing of each and every page of loan agreement and all other documents.

DECLARATION IF THE BORROWER(S) SIGNS IN VERNACULAR LANGUAGE

The contents of the Loan Application, Agreement, power of attorney, memorandum of deposit of title deeds, declaration and promissory note have been explained by me to the applicant/co-applicant in _____ (name of language in which applicant signed and the same have been understood by the applicant/co-applicant).

मैंने आपके बैंक में लोन के लिए आवेदन किया है। और मैंने एग्रीमेंट की अंग्रेजी भाषा को पढ़ लिया है / समझ लिया / समझा दिया गया है और मेरे को मान्य है। मैं अपने हस्ताक्षर हिन्दी में करता / करती हूँ या अंगूठा लगाता / लगाती हूँ।

IN WITNESS WHEREOF I/WE hereunder to set My our hands _____(place) this day of _____

Mr./Ms./M/s _____ (Borrower) Signature _____

Mr./Ms./M/s _____ (Co-Borrower) Signature _____

Mr./Ms./M/s _____ (Witness) Signature _____

AU SMALL FINANCE BANK LIMITED

Authorised Signatory

(Example of SMA, NPA Classification and NPA Upgradation of Term Loan Cases)

1. IRAC Circular Refer Para No. 2.1.2 (i) - interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan

Example Description - SMA and NPA Classification of Term Loan Cases based on overdue date.

Example Detail: If due date of a loan account is March 31, 2021, and complete dues are not received before the lending institution runs the day-end process on this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. "Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021. This is further elaborated as below mention table:

Date	DPD	Classification
"31-Mar-21 "(Due Date)"	1	SMA-0
30-Apr-21	31	SMA-1
30-May-21	61	SMA-2
29-Jun-21	91	NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower

Date	Due Amount	DPD	Classification
"31-Mar-21 "(Due Date)"	10000	1	SMA-0
30-Apr-21	10000	31	SMA-1
30-May-21		61	SMA-2
31-May-21	10000		
29-Jun-21		91	NPA
30-Jun-21	10000		
1-Jul-21			Upgradation*

*Upgradation of Account to standard category can be done after total pending due of Rs. 40000 is received from borrower by the Bank

2. IRAC Circular Reference Para No. 4.2.7 (c) - Asset Classification to be borrower-wise and not facility-wise"Para No. 4.2.7.1 -It is difficult to envisage a situation when only one facility to a borrower/one investment in any of the securities issued by the borrower becomes a problem credit/ investment and not others. Therefore, all the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/NPI and not the particular facility/investment or part thereof which has become irregular.

Example Description - NPA Classification on based on borrower wise and not facility wise.

Example: If any Facility of customer is classified as NPA upon running day-end process as on date, all the facility of the customer need to be classified NPA upon same day. It is further explained as below mention table:

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example
A	Term Loan 2	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Cash Credit / Overdraft	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded if arrears of interest and principal are repaid in all the facilities of the borrower

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example
A	Term Loan 2	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Cash Credit / Overdraft	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Term Loan 1	15-Jul-21	Upgrade*
A	Term Loan 2	15-Jul-21	Upgrade*
A	Cash Credit / Overdraft	15-Jul-21	Upgrade*

*Upgradation of Borrower's accounts to standard can be done if arrears of interest and principal are repaid in all the facilities of the borrower

ACKNOWLEDGMENT LETTER

Please find below the details of cheques submitted to AU Small Finance Bank Limited ("the Lender") in consideration of the loan/facility of Rs ("Facility") granted to the ("Borrower").

Type of Cheque	Cheque No	Bank Name
Post Dated cheque ("PDC)		
Security PDC (SPDC)		
Insurance Premium Cheques		

The Bank confirms that the physical cheques were cross tallied with the above schedule and found correct. We request you to carefully read the information/terms of our acceptance stated herein below and as a token of your consent, kindly sign the duplicate copy of this letter and return the same to us.

Bank Officer.

I/we hereby confirm that I/we have handed over _____ no. of cheques ("PDCs") with detailed as above towards the repayment of EMI/ as a security for the Facility availed from the Lender or towards payment of insurance premium as specified above and that all cheques were drawn in favor of "AU Small Finance Bank Limited" and also recorded my/our name on the reverse side of all the cheques. I/we hereby unconditionally and irrevocable authorize and confirm the authority of the Lender as per the provisions of Negotiable Instruments Act ("the act") to fill in the date and the amount on the said cheques and to complete the cheque in all respect and to present the same for the payment. I/we shall ensure that the said cheques are honoured on presentation for payment. I/we agree and acknowledge that I/we have issued the PDCs voluntarily in discharge of legal debt owed to the Lender by the Borrower. I/we agree, acknowledge and confirm that the PDCs are intended to be used by Lender to recover the legal debts due from the Borrower to the Lender under various disbursements made by the Lender and hereby unconditionally and irrevocably authorizes the Lender to use the PDCs for repayment of the Facility. I/we hereby confirms that I am/we are aware of the fact that any dishonor of any PDCs so issued by me/us and presented by the Lender for payment would constitute an offence under provisions of The Negotiable Instrument Act, 1881 and the Lender may take such action against me/us as may be advised. Prior to the PDCs issued by me being exhausted, I/we shall issue fresh PDCs to the Lender, and such instruments would be governed by the provisions of this letter. I/we shall not to take any steps, which in any way, affect or are likely to affect the payment thereunder to the Lender including, without limitation, any stop payment instructions. In the event that there is any change in the authorised signatories for its relevant bank account(s), I/we shall either give unconditional and irrevocable instructions to the bank on whom the PDCs have been drawn to clear and honour all such PDCs (details of which shall be provided to the Lender) bearing the signatures of the authorised signatories before the change or, in the alternative, I/we shall issue fresh PDCs to the Lender or submit fresh PDCs duly signed by new authorized signatory as the case may be. While all necessary steps would be taken by the Lender to ensure safe holding of the PDCs and having the same picked up, processed and cleared through agents, courier agencies, correspondent bank(s), the same will be entirely at the my/our risk and cost. In the event any PDCs issued as above by me/us is lost in transit or misplaced or for any reason, I/we agree to give replacement cheque(s) to the Lender immediately upon receipt of a written request from the Lender in this regard. If I/we cancel the PDCs given to the Lender or close the relevant bank account(s) or change the authorized signatory for the relevant bank account(s) or attempts to cancel the PDCs without the prior written consent of the Lender, such acts shall be deemed to have been committed with a criminal intent to cause wrongful loss to the Lender and would be construed as an Event of Default and the Lender shall be entitled to initiate appropriate legal proceedings including criminal proceedings against me/us and the Borrower, without prejudice to the Lender's other rights and remedies under applicable Law(s).

Dated at this day of 20

X----- (Account Holder)

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

(1) On the _____ day of _____, 20_____, Mr./Ms. _____
_____, S/D/W/o _____
_____, aged _____ years, Indian inhabitant residing at _____,
in his/her individual capacity/in the capacity of _____ of _____

OR

[_____] , a partnership firm with its office
at [_____] , represented
by Mr./Ms. [_____]

OR

Mr./Ms. [_____] ,
[_____] of [_____] ,
a company incorporated under the Companies Act 1956/2013 with corporate identity number
[_____] and having its registered office at
[_____]

(hereinafter referred to as the “Mortgagor”), attended the office of AU Small Finance Bank Limited (hereinafter referred to as the “Lender”) at _____ and agreed to deliver and deposit / delivered to and deposited with Mr./Ms. _____, _____ (designation), acting for the Lender, the documents of title, evidences, deeds and writings more particularly described in the First Schedule hereunder written (hereinafter called as the said “Title Deeds”) in respect of immovable property situated at _____
_____ admeasuring _____.

(2) Whilst making the deposit of the said Title Deeds, Mr./Ms. _____
_____ stated that he/she is / will be doing so in the capacity as _____ of the Mortgagor with intent to create a security by way of mortgage by deposit of title deeds on the Mortgagor’s immovable property more particularly described in the Second Schedule hereunder written together with all building and structures thereon, present and future and all furniture, fixture and fittings etc. (hereinafter called as the “Immovable Property”) to secure due repayment, discharge and redemption of the loan of Rs. _____ (Rupees _____ only) availed by the Mortgagor pursuant to a loan agreement dated _____ (“Loan Agreement”), together with interest, additional interest, liquidated damages, compound interest, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies payable under the loan agreement /letter of sanction, as amended from time to time.

(3) Mr./Ms. _____ further stated that he/she was authorised to create mortgage by way of deposit of Title Deeds as aforesaid, in the capacity as _____ of the Mortgagor, pursuant to the resolution passed on the _____ day of _____, 20_____ and he/she furnished a certified copy of the

said resolution to Mr./Ms. _____, acting for the Lender and further stated that the said resolution was in full force and effect and has not been modified or rescinded in any manner whatsoever.

- (4) Mr./Ms. _____ further stated that the said Title Deeds so deposited were the only documents of title relating to the said Immovable Property in the possession, power and control of the Mortgagor and that the Mortgagor had a clear and marketable title to the said Immovable Property; (b) the Mortgagor has good, clear, valid, marketable and subsisting registered freehold title and rights to the Immovable Property; and (c) no mortgage, power of attorney (by whatever name called), charge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect (collectively an “Encumbrance”), exists on or in connection with the Immovable Property or any part thereof in favour of any Governmental Authority or any Person.
- (5) Mr./Ms. [_____] further stated that the Mortgagor has full power and absolute authority (corporate or otherwise) to create equitable mortgage over the Immovable Property in favour of the Lender. Mr./Ms. [_____] also stated that the Mortgagor has obtained all requisite consents, governmental approvals and other authorizations as are required for the creation of the equitable mortgage in respect of the Immovable Property in favour of the Lender.
- (6) Mr./Ms. [_____] further stated that the Mortgagor has not entered into any contract for transfer, sale, assignment, Encumbrance or alienation of the Immovable Property or any part thereof.
- (7) Mr./Ms. [_____] further stated there is no impediment or hindrance under applicable law or under any contract, suit, proceeding, decree, order, judgment, award or document or instrument preventing the Mortgagor from creating and perfecting the equitable mortgage created on the Immovable Property in favour of the Lender.
- (8) Mr./Ms. [_____] further stated that there is no prohibitory order either from the income tax authority or from any revenue authority for mortgage and or transfer of the said Immovable Property nor there is any litigation pending in any court in respect of the said Immovable Property nor there is any lis pendens registered nor there is any attachment either before or after the judgement in respect of the same.
- (9) Mr./Ms. [_____] further stated the description of the lands comprised in the Immovable Property, set forth in Second Schedule, is true, accurate and complete.
- (10) For the avoidance of doubt, it is clarified that this Memorandum is only a recordal of the deposit of the Title Deeds by Mr./Ms. [_____] with the Lender, and shall not to be construed as an agreement between such authorised official/Mortgagors and the Lender.
- (11) All matters contained in this Memorandum are severable and distinct from every other matter and if at any time any matter is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining portions of this Memorandum shall not be in any way affected or impaired thereby.
- (12) The aforesaid deposit of the title deed was made by Mr./Ms. _____ in his/her capacity as a Mortgagor in the presence of Mr./Ms. _____.
- (13) For the purposes of the foregoing, the capitalized terms used in this Memorandum of Entry, where not so defined herein, shall have the meaning set out in the Loan Agreement, as amended from time to time.

First Schedule

(List of Title Deeds)

List of the documents deposited with AU Small Finance Bank Limited:

- 1.
- 2.
- 3.

We, AU Small Finance Bank Limited do hereby acknowledge to have on this date received the above listed deed and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only exempted) to the said _____

_____ on receipt by us of the principal sum of the Facility, interest, commitment and other charges and any other dues payable by the Mortgagor.

Second Schedule

(Description of Immovable Property)

All those pieces and parcels of property being land together with all buildings and structures thereon at _____

admeasuring _____ and bound as under:

Boundaries:

On the

East : North :

West : South :

Dated:

For AU Small Finance Bank Limited

DECLARATION

I /We, Mr./Ms. _____ in my/our capacity as owner of the immovable property / Director / Attorney / Authorised Signatory / Partner (as the case may be) ("Mortgagor's Representative") of _____ ("Mortgagor") mentioned in the First Schedule attached hereto do hereby solemnly declare, confirm and re-confirm and say as follows:

- (1) Save and except for the Mortgagor, no other person or persons have any shares, right, title, or interest of any nature whatsoever in the immovable property described in the Second Schedule hereto (hereinafter referred to as the "Immovable Property") and the Mortgagor's title to the said Immovable Property is marketable and free from all encumbrances.
- (2) I/we have full right and absolute authority to mortgage by deposit of title deeds on behalf of the Mortgagor, the said Immovable Property in favour of AU Small Finance Bank Limited, a small finance bank having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur (Rajasthan) - 302001 (hereinafter referred to as the "Lender" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successor(s) and assign(s)).
- (3) The Immovable Property is proposed to be charged and mortgaged by way of deposit of title deeds for securing the repayment of the loan as mentioned in the Third Schedule hereunder written ("Facility") along with all interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under the loan agreement dated _____ executed between the Lender and the Mortgagor ("Loan Agreement") as amended from time to time.
- (4) There is no prohibitory order either from the income tax authority or from any revenue authority for mortgage and or transfer of the said Immovable Property nor there is any litigation pending in any Court in respect of the said Immovable Property nor there is any lis pendens registered nor there is any attachment either before or after the judgement in respect of the same.
- (5) The equitable mortgage created in favour of the Lender herein shall be in full force and effect until all Outstanding Amounts have been satisfied.
- (6) The Mortgagor has not created any trust in respect of the Immovable Property and the Immovable Property is in the exclusive, uninterrupted, and undisturbed possession and enjoyment of the Mortgagor.
- (7) No mortgage, power of attorney (by whatever name called), charge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect (collectively an "Encumbrance") whatsoever will be created on the Immovable Property save and except with the permission of the Lender.
- (8) Other than as contemplated under the Loan Agreement, the Mortgagor shall not sell, lease, sub-lease, license, sub-let, transfer, assign, create any Encumbrance or alienate of the Immovable Property or any part thereof save and except with the prior written permission of the Lender.
- (9) Until all dues under the Facility have been repaid to the Lender, the Mortgagor shall not deal with the Immovable Property in any manner which shall affect or diminish the title of the Mortgagor to the Immovable Property or in any manner which affects the rights of the Lender on the Immovable Property.
- (10) There are no encroachments or trespassers on the Immovable Property or any part thereof.
- (11) I am not aware of any act, deed, matter or circumstance which would prevent the Mortgagor from mortgaging and charging the Immovable Property in favour of the Lender by way of an equitable mortgage.
- (12) The Mortgagor, where it is a company, shall forthwith complete the following actions: (a) filing with the jurisdictional Registrar of Companies, Form CHG-1 of the Companies (Registration of Charges) Rules, 2014, evidencing the creation of equitable mortgage on the Properties; and (b) admission and registration of the memorandum of entry before the relevant Registrar or Sub-Registrar of Assurances in the district or sub-district where the Immovable Property is situated; and (c) all such acts and deeds, and execution of all such documents, deeds and instruments, as may be required by the Lender to create and perfect the equitable mortgage over the Immovable Property.
- (13) The provisions of Section 67-A of the Transfer of Property Act, 1882 (the "TP Act"), shall not apply to the equitable mortgage created on the Immovable Property notwithstanding that the Lender may hold two or more equitable mortgages executed by the Mortgagor or any other Person, in respect of which the Lender has the right to obtain the decrees under Section 67 of the TP Act. The Lender shall be entitled to sue and obtain such decree on any of such equitable mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys becomes due.
- (14) The Lender, its nominees, agents or representatives shall have full and free rights and liberty in the Immovable Property as and by way of easement to pass, re-pass and have unfettered access during normal business hours.
- (15) All requisite consents, governmental approvals and other authorizations as are required for the creation of the equitable mortgage in respect of the Immovable Property in favour of the Lender have been obtained by the Mortgagor.
- (16) There is no fact or circumstance which adversely affects, or which may adversely affect, the use, or enjoyment of any land or premises owned, occupied or used by the Mortgagor, or in the possession of the Mortgagor that is comprised in the Immovable Property, or creation of equitable mortgage on the Immovable Property.
- (17) No notice has been served on the Mortgagor by any Governmental Authority which might impair, prevent or otherwise interfere with the rights of the Mortgagor in the Immovable Property or of the Lender as the mortgagee of the Immovable Property.
- (18) The Mortgagor has paid, and shall pay, all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income tax, sales tax, corporation tax and all other taxes and revenue payable to Governmental Authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no notices, attachments or warrants have been served on the Mortgagor in relation to the Immovable Property.
- (19) The Mortgagor shall give such declarations, undertakings, indemnities and other writings as may be required by the Lender and satisfactorily

comply with all other requirements and requisitions submitted by or on behalf of the Lender in connection with the creation and perfection of the equitable mortgage on the Immovable Property in favour of the Lender.

- (20) The Mortgagor shall pay all costs, charges and expenses, taxes, stamp duties, duties, registration charges and penalties, if any, as may be required to be paid under applicable law with respect to the creation of equitable mortgage over the Immovable Property by way of the delivery and deposit of the title deeds, including without limitation any stamp duty charges, as may be applicable, on this declaration and all other documents that the Mortgagor may be required to execute in connection herewith, or as may be required for defending its rights, title or interest on the Mortgagor.
- (21) The Mortgagor has good right, full power and absolute authority to mortgage by deposit of title deeds and to transfer the said Immovable Property by deposit of title deeds and documents and that neither the Mortgagor nor anyone on their behalf has committed any act, deed, matter or thing whereby the said deposit of the said title deeds and/or the said mortgage by deposit of title deeds can be adversely effected.
- (22) No other person is in custody, possession, occupation of the said Immovable Property and that no other person is entitled to claim any right, title or interest of whatsoever nature either by way of tenancy, sub-tenancy, license, sub-license, care-taker or in any other manner or any occupational right or interest in the Immovable Property and I / We agree to handover vacant and peaceful possession of the said Immovable Property in the event of the Lender exercising rights to the same.
- (23) The Borrower has not entered into any agreement for sale, transfer or alienation thereof or any part or parts of the Immovable Property.
- (24) The documents specified in Fourth Schedule hereunder written are the only title deeds or documents relating to the Immovable Property or any part thereof and there are no other documents of title in respect of the Immovable Property or any part thereof in the possession, power, custody or control of the Mortgagor and/ or any of its representatives or agents.
- (25) All corporate resolutions under the Companies Act, 2013, in relation to the mortgage of the Immovable Property have been passed by the Mortgagor, and such resolutions passed are valid, legally binding and in full force and effect and have not been varied or rescinded or shall not be varied or rescinded.
- (26) The Immovable Property are marketable, free and clear of all Encumbrances and do not fall under the Urban Land (Ceiling and Regulation) Act 1976, or if any consent is required, the same has been obtained.
- (27) On the basis of the aforesaid statement and assurances and request made by me / us, the Lender has agreed to accept the said Immovable Property as security by deposit of title deeds and documents inter alia for securing the Facility alongwith all interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under the Loan Agreement, as amended from time to time and I / we hereby agree to indemnify and keep indemnified the Lender and all against all actions, suits, costs, charges, expenses, proceedings and damages and that may be suffered and / or incurred by the Lender, if any of the statement made hereinabove are to be untrue and / or false.
- (28) I hereby agree that all the terms, benefits and rights contained in this declaration shall inure for the benefit of the Lender. I am aware that it is on the faith of this declaration that the Lender has agreed to provide the Facility to the Borrower.
- (29) I / We hereby state that whatever statements made hereinabove are true to my own knowledge, information and behalf and have been made on my own free will and I / we believe the same to be true.
- (30) For the purposes of the foregoing, the capitalized terms used in this Declaration, where not so defined herein, shall have the meaning set out in the Loan Agreement, as amended from time to time.
- (31) Notwithstanding the aforesaid, I / We hereby give specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the securities created by me/us for securing the Credit/ Financial facilities availed by the Borrower from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'.

All matters contained herein are severable and distinct from every other matter and if at any time any matter is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining portions hereof shall not be in any way affected or impaired thereby.

The Common Seal of the within named Mortgagor, [_____], has, pursuant to the resolution of its Board of Directors, passed in that behalf on the _____ day of _____, _____, hereunto been affixed in the presence of _____

OR

SIGNED AND DELIVERED by the within named Mortgagor, [_____] by the hand of _____

Borrower _____ (Signature)

Co-Borrower _____ (Signature)

First Schedule

(Description of the Mortgagor)

Name: _____

Address: _____

Constitution: _____

Second Schedule

(Description of Immovable Property)

All those pieces and parcels of property being land together with all buildings and structures thereon at

_____ and bound as under:

Property 1

Property 1

Boundaries:

Boundaries:

On the

On the

East :

East :

West :

West :

North :

North :

South :

South :

Third Schedule

(Details of Facility)

Facility Amount:

No. of tranches (Single/Multiple):

Rate of Interest:

Dated this _____ day of _____, 20____

(_____)

Fourth Schedule

List of Title Deeds

NO OBJECTION CERTIFICATE

I/we _____ son/daughter/wife of _____ aged
about _____ years, residing
at _____ (hereinafter referred to as the **“the
Borrower”** which expression shall include his/her heir(s), executor(s), administrator(s) and permitted assigns(s)) being insured
in terms of the insurance policy bearing no. _____ dated _____ (**“the Insurance Policy”**) availed from
_____ (**Insurer**) to secure the
_____ under the Insurance Policy, having taken a loan of Rs. _____
_____ vide Agreement for
Loan and Guarantee, dated _____ (**“the Agreement”**) from AU SMALL FINANCE BANK LIMITED, CIN no.
L36911RJ1996PLC011381, a small finance bank, having its registered office at 19 – A, Dhuleshwar Garden, Ajmer Road,
Jaipur – 302001 (hereinafter referred to as “the Bank”), hereby state that I/we have no objection to the Bank receiving the
insurance claim/benefit under the Insurance Policy and am/are hereby transferring and assigning my /our right to receive the
insurance claim/benefit under the Insurance Policy to the Bank, notwithstanding any other name I/we may have given in any
other document. I/we hereby also confirm that any money/claim payable to me/us in terms of the Insurance Policy shall be
payable to the Bank (in the name of the Bank), only as long as the loan amount is outstanding/the property situated at
_____ is mortgaged with the Bank/in the event of the death of the policy holder/
insured. This no objection certificate shall not be valid for any purpose other than for obtaining the payment of the insurance
claim/benefit in respect of the Insurance Policy by the Bank.

Dated: (Signature of Borrower) _____

Place: (Name of Borrower) _____

In the presence of WITNESSESS:

Name (Witness)	Address	Signature
1 _____	_____	_____
2 _____	_____	_____

LETTER OF DEBIT AUTHORISATION

To,

AU SMALL FINANCE BANK LIMITED
19-A, Dhuleshwar Garden,
Ajmer Road,
Jaipur - 302001

Dear Sir/Madam

Subject: Debit Authorization

This is in reference to your Sanction Letter Ref. No. _____ dated
_____ granting us Loan / credit facilities in the nature of
_____ to an extent of ₹ _____

We _____ (borrower) hereby
irrevocably authorize you to debit my/our Loan account no _____ and or SB/CA/CC/
OD account no. _____ maintained with Au Small Finance Bank
Limited at _____ branch towards Processing fee, Interest , Installment, Expenses
, Other Charges, Commissions, Costs, Insurance Premium and Principal Amount as may be applicable in relation
to the above said credit facilities as per sanctioned terms and conditions mentioned in above mentioned Sanction
Letter.

We are aware that on the faith of this letter you have agreed to provide the said Loan / Credit Facilities to us.

Yours truly,

For _____

Authorized Signatory

END USE LETTER

To,
AU Small Finance Bank Limited

Ref: Loan Application No. _____ and Loan Account No. _____ in the name of _____

Sub: End use of funds borrowed from AU Small Finance Bank Limited ("Bank")

Dear Sir,

I/We, _____ refer to the Application No. _____ dated _____. I/We had availed the facility amounting to Rs. _____ ("Facility") vide facility agreement dated _____ ("Facility Agreement"). The Facility is utilized for below mentioned purpose:

- A. Agriculture use
- B. Allied Agriculture Activity
- C. Manufacturing
- D. Business Expansion
- E. Commercial / Taxi use
- F. Commercial Purchase Loan
- G. Home Loan
- H. Personal use
- I. Other _____ (pls. tickmark whichever is applicable)

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and is not speculative or illegal in any manner.

I/We further agree, confirm and undertake that the purpose of use of funds under the Facility shall not be changed/has not been changed in any manner during the tenor of the Facility under the Facility Agreement; or that such change in purpose shall take place only with the prior written permission of the Bank.

"I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the facility agreement and/or the Lender may initiate any prompt action as may be necessary at its sole discretion including and not limited to recall of the facility."

I/We agree that any breach or default in complying with all any of the aforesaid undertaking(s) will constitute an event of default under the Facility Agreement.

Dated: _____ (Signature of Borrower) _____

Place: _____ (Name of Borrower) _____

CONSENT LETTER

To,

Date: _____

The Manager,
AU Small Finance Bank Ltd.
19-A, Dhuleshwar Garden,
Ajmer Road,
Jaipur - 302001

Re: Consent for making payment in favour M/s _____

Dear Sir/Madam

I/We request you to kindly issue a Cheque/D.D./RTGS for ₹ _____ (in figures) or
₹ _____ (in words) in favour of

M/s. _____ towards the loan/credit facility, as per sanction
letter No. _____ dated _____ issued by AU Small Finance Bank Ltd.

Mode of payment:

Cheque/DD

NEFT/RTGS

CASA A/C Fund transfer

Beneficiary Details:

Name: _____ Account No: _____

Account Type: _____ Name of Bank: _____

Name of Branch: _____ IFSC: _____

Location (In case of DD/Pay order):

I/We assure you that the repayment of the Instalment/credit facility would be made by me/us on the due date of
instalment/credit facility, i.e., on _____

PAYMENT FAVOURING DETAILS						
Sr. No.	Name of Payee	Bank A/c No.	Date of Cheque	Name of Bank	Payable at	Amount
1						
2						
3						

Thanking You,

Yours Faithfully

Borrower _____

Co-Borrower _____

(_____)

(_____)

TRUE COPY FORMAT

To

The Credit Manager
AU Small Finance Bank Ltd.
19-A, Dhuleshwar Garden,
Ajmer Road,
Jaipur - 302001

Sub: Confirmation of true copies in case of Bulk documents

Dear Sir/Madam

I, Mr. _____ Director/ Partner/ Proprietor
of _____ hereby confirm to AU Small Finance Bank Limited ("the Bank") that all the
below mentioned documents furnished by me and on behalf of above said firm/company towards the process of Business loan
OD/TL/Dropline Overdraft/Home Loan/Commercial Purchase Loan are true and valid as on the date of submission.

S. No.	Documents	Remarks, if any
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Please consider this letter as a token of the confirmation of the validity of the above documents.

In the event of there being any misrepresentation by me in relation to the above documents, I shall indemnify the Bank against all the disputes, claims (including by third party), penalties, damages, cost that may be incurred by the bank due to the Bank relying on the above documents.

Warm Regards,

Name:

Designation:

Firm/Company:

AU SMALL FINANCE BANK Standing Instruction Form

Customer Details (To be filled by the Customer. Fields marked with * are mandatory)

To,
The Branch Manager
AU Small Finance Bank

Date: _____

_____ (Branch)

Subject: Request for Maintenance of a Standing Instruction

*Customer's Name (as in Bank A/C) _____

Debit Account No:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

*Mobile No: _____

*Description of Transaction: _____

*Amount (₹) figure _____ Words _____

Frequency (Monthly / Quarterly/ Half- Yearly /Yearly) _____

Start Date:

End Date:

*Credit Account/Loan No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name _____

_____ (8)

Signature of the Customer (As per Bank records)

For Bank Use

Signature verified by: _____ Approved by BM: _____

For COPS Use Only

Maintained on: _____ Set-up charges recovered: YES / NO

DECLARATION

For BT Cases

I/We Shri/Smt./Ms./M/s, _____

and Shri/Smt/Ms./M/s _____

R/o _____ hereby state follows:

1. That my/our property _____ is mortgaged with _____ and all the original documents of the said property are deposited in _____ against the loan/credit facility amount.
2. That I/we have transferred my/our loan/credit facility amount from _____ to AU Small Finance Bank Limited ("Bank") and all outstanding amount deposited by the Bank to _____, with my own contribution (if any) in my loan/credit facility account.
3. That all the original documents of the property deposited in _____, will release only after complete outstanding amount/facility is cleared and account is closed.
4. That I/We hereby declare and undertake as follows:

I/We hereby assure and would be personally responsible to release the all original property documents from _____ and deposit the same to the Bank, within a period of _____ days after the entire loan/credit facility outstanding is cleared.

I/We hereby undertake to hand over the loan/credit facility clearance certificate/No dues certificate to the Bank, which shall be issued by the _____ after the loan/credit facility account with them is closed.

I/We hereby undertake that if I/we failed to deposit the original property papers with the Bank and/or the documents are found invalid or illegal, the Bank will have full right to recall the complete loan/credit facility amount or recover the loan/credit facility from my property.

I/We hereby also undertake to compensate the Bank for any loss, damages, cost or expenses caused to the Bank due to non-deposit of the original documents or invalid and illegal documents. I/We will have fully responsible to bear all the loss, damages cost and expenses.

Names and Signatures of the Deponents.

Name _____

Signature _____

Name _____

Signature _____

Date:

Place:

INDEMNITY CUM DECLARATION

This Indemnity cum Undertaking is made and executed at _____ on _____ Day of _____.

I _____ S/o _____ aged _____, resident of _____.

(Hereinafter referred to as the Declarant /Owner (s)", which expression shall unless it be repugnant to the context or the subject otherwise requires, include his/their legal heirs, successors,executors assigns administrator, agent, attorney etc.

1. I declare that I am the absolute and only owner of the _____, _____, admeasuring area _____ Square Yards (hereinafter referred as the said immovable property).
2. I declare that _____, admeasuring area _____, was purchased by me vide registered sale deed dated .
3. I further declare that there is no charge or encumbrance of any nature whatsoever on the aforesaid property and the aforesaid property is not subject to any litigation, nor the aforesaid property has been the subject matter of any attachment or adverse interest whatsoever in favour of any one.
4. I declare that the construction of the said building /flats are as per the Government Norms, We say that there is no unauthorized construction on the said property, further if any unauthorized construction is found on the said premises or any action such as demolition is taken by the concerned government authority then I will indemnify to pay the Liquidated Damages to the AU Small Finance Bank Limited.
5. I further declare that I will not sale, transfer, mortgage or alienate the said property or part of the property in any manner to any third party without written consent of the AU Small Finance Bank Limited.
6. I hereby declare that I will pay complete loan amount to AU Small Finance Bank Limited before sale of the said property or any part of the property.
7. That I Deponent states that, by this Indemnity cum Declaration I the Deponent binds myself to pay to the AU Small Finance Bank Limited all the cost and consequences suffered on account of such liability which occurred due to our negligible act.
8. I hereby declare that I will indemnify and keep indemnified the AU Small Finance Bank Limited against all such costs, charges & expenses, which may incur on account of any action of concerned government authority with respect to the demolition of the said property/building. I further declare that I will indemnify and keep the AU Small Finance Bank Limited indemnified against all such loss, costs, and liabilities to the AU Small Finance Bank Limited which may suffer or incur, any of the wrong commitments or assurances given by me.

Deponent

Verification

I, the above named deponents do hereby solemnly declare that the above mentioned facts in paras 1 to 8 are true and correct to the best of our knowledge and belief and nothing material has been concealed there from.

Deponent

Place:

AFFIDAVIT CUM UNDERTAKING BY BORROWER(S)

(FOR SELF CONSTRUCTION)

Ref: Loan Account Number _____

Name of all Applicants _____
(Herein after collectively referred as the Borrowers)

Property Address: _____
(Herein after referred as the Said Property)

I/We, _____, the above Borrowers, currently residing at _____
_____ do solemnly affirm and state as follows:-

1. That I/We have availed Home Loan facility, as detailed above, for purchase/refinance of a Residential Plot i.e. the said property/ construction over the said property, from AU Small Finance Bank Limited (AUSFB) (hereinafter referred to as "Said Loan"), on the terms and conditions set out in the Sanction Letter dated _____ and Loan Agreement dated _____ in respect of the said property.
2. That I/We understand that this loan facility is further regulated by local laws, approving authority, state/ district development authority, building by laws and circulars of other authorities, wherein necessary construction on dwelling unit has to be done within _____ (_____) months from the date of first disbursement of the loan amount.
3. That I/We understand that in cases where purchase/refinance loan facility has to be followed by the construction on the said plot, then AUSFB will disburse the loan amount in tranches wherein the first disbursal will be for purchase/refinance of the residential plot and subsequent disbursals will be linked with stage of construction upon the said plot/property.
4. That I/We do hereby agree, confirm and undertake to commence construction of the house/ residential unit, on the said property, within _____ (_____) months from the month of first disbursal of the said loan and shall complete the construction within _____ (_____) months from month of first disbursal of the said loan.
5. That I/We am/are do hereby agree, confirm and undertake that Uwe shall not violate the sanctioned plan, construction shall be strictly as per the sanctioned plan and it shall be the sole responsibility of the deponents to obtain completion certificate within 3 months of completion of construction.
6. That I/We am/are aware that AUSFB has right to inspect and assess stage of construction over the said property. AUSFB has further rights to withhold the future disbursals, if any, and down size or recall the loan amount, in case there is failure to start the construction within _____ months and/or unexplained delay in completion of the construction and/or construction over the said property is not as per applicable building bye laws/sanction building plan and BIS building norms for such construction and/or the completion certificate is not obtained within 3 months from completion of construction.
7. That I/We am/are aware that in the event of failure to commence construction within a period of _____ months and/or completion of construction within _____ (_____) months from the month of first disbursal, AUSFB will be at liberty to classify the said loan as Non - Home Loan and reset the applicable rate of interest as per the prevalent rate of interest for non-home loan and in accordance with the risk adjusted pricing policy of AUSFB subsequent to such classification.
8. That I am/We are aware that it is on the faith of our aforesaid undertakings that AUSFB has agreed to disburse the said Loan and Uwe shall be responsible if any deviation of fund is being done by me/us. Any breach to the above undertakings shall be construed as default under the Loan Agreement.

Solemnly, affirmed at Jaipur on Friday, the _____ th day of _____ 201_____

Before me,

Notary/Oath Commissioner

Deponent's Signature (2)

VERIFICATION

I, the Deponent hereinabove, do hereby verify and affirm that the contents of paragraph 1 to 8 of this affidavit are true and correct to my knowledge and belief and no material facts have been concealed therefrom.

Verified at _____ .on this 1 _____ .day of _____ 201_____

Deponent's Signature (3)

Applicant

FORM NO. 60 [See second proviso to Rule 114B]



Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name																								
	Middle Name																								
	Last Name																								
2	Date of Birth/ Incorporation of declarant		D	D	M	M	Y	Y	Y	Y															
3	Father's Name (in case of individual)		First Name																						
			Middle Name																						
			Last Name																						
4	Flat/ Room No.						5	Floor No.																	
6	Name of premises						7	Block Name/No.																	
8	Road/ Street/ Lane						9	Area/ Locality																	
10	Town/ City						11	District																	
12	State						13	Pin Code																	
14	Telephone Number (with STD code)						15	Mobile Number																	
16	Amount of transaction (Rs.)						17	Date of transaction		D	D	M	M	Y	Y	Y	Y								
18	In case of transaction in joint names, number of persons involved in the transaction																								
19	Mode of transaction <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Card <input type="checkbox"/> Draft/Banker's Cheque <input type="checkbox"/> Online transfer <input type="checkbox"/> Other_____																								
20	Aadhaar Number issued by UIDAI (if available)																								
21	If applied for PAN and it is not yet generated, enter date of application and acknowledgement number											D	D	M	M	Y	Y	Y	Y						
22	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) for the financial year in which the above transaction is held																								
	a) Agricultural income (Rs.)																	b) Other than agricultural income (Rs.)							
23	Details of document being produced in support of identifying Name (Refer Instruction overleaf)				Document Code				Document Identification No.				Name of address of the authority issuing the Document												
24	Details of document being produced in support of identifying Address (Refer Instruction overleaf)				Document Code				Document Identification No.				Name of address of the authority issuing the Document												

Verification

I, _____ do hereby declare that what is stated above is true to the best of my knowledge and belief.
I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) computed in accordance with the provisions of Income-tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax.

Verified today, the _____ day of _____ 20____ Place: _____ (Signature of declarant) _____

Note:

1. Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects. Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961 and on conviction be punishable, -
(i) in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
(ii) in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to two years and with fine.
2. The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

Instruction:

- (1) Documents which can be produced in support of identity and address (not required if applied for PAN and AADHAAR No. is filled): -

S.No.	Nature Of Document	Document Code	Proof of Identity	Proof of Address
A	For Individuals and HUF			
1.	AADHAAR card	01	Yes	Yes
2.	Bank/Post office passbook bearing photograph of the person	02	Yes	Yes
3.	Elector's photo identity card	03	Yes	Yes
4.	Ration/Public Distribution System card bearing photograph of the person	04	Yes	Yes
5.	Driving License	05	Yes	Yes
6.	Passport	06	Yes	Yes
7.	Pensioner Photo card	07	Yes	Yes
8.	National Rural Employment Guarantee Scheme (NREGS) Job card	08	Yes	Yes
9.	Caste or Domicile certificate bearing photo of the person	09	Yes	Yes
10.	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A	10	Yes	Yes
11.	Certificate from employer as per annexure B prescribed in Form 49 A	11	Yes	Yes
12.	Kisan passbook bearing photo	12	Yes	No
13.	Arm's license	13	Yes	No
14.	Central Government Health Scheme /Ex-servicemen Contributory Health Scheme card	14	Yes	No
15.	Photo identity card issued by the government/ Public Sector Undertaking	15	Yes	No
16.	Electricity bill (Not more than 3 months old)	16	No	Yes
17.	Landline Telephone bill (Not more than 3 months old)	17	No	Yes
18.	Water bill (Not more than 3 months old)	18	No	Yes
19.	Consumer gas card/book or piped gas bill (Not more than 3 months old)	19	No	Yes
20.	Bank Account Statement (Not more than 3 months old)	20	No	Yes
21.	Credit Card statement (Not more than 3 months old)	21	No	Yes
22.	Depository Account Statement (Not more than 3 months old)	22	No	Yes
23.	Property registration document	23	No	Yes
24.	Allotment letter of accommodation from Government	24	No	Yes
25.	Passport of spouse bearing name of the person	25	No	Yes
26.	Property tax payment receipt (Not more than one year old)	26	No	Yes
B	For Association of persons (Trusts)			
	Copy of trust deed or copy of certificate of registration issued by Charity Commissioner	27	Yes	Yes
C	For Association of persons (other than Trusts or Body of Individuals or Local authority or Artificial Juridical Person)			
	Copy of Agreement or copy of certificate of registration issued by Charity commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.	28	Yes	Yes

(2) In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.

(3) For HUF any document in the name of Karta of HUF is required.

(4) In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sl. No. 18 and the total amount of transaction is to be filled in Sl. No. 16.

In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.

Co-Applicant

FORM NO. 60 [See second proviso to Rule 114B]



Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name														
	Middle Name														
	Last Name														
2	Date of Birth/ Incorporation of declarant		D	D	M	M	Y	Y	Y	Y					
3	Father's Name (in case of individual)		First Name												
			Middle Name												
			Last Name												
4	Flat/ Room No.			5	Floor No.										
6	Name of premises			7	Block Name/No.										
8	Road/ Street/ Lane			9	Area/ Locality										
10	Town/ City			11	District										
12	State			13	Pin Code										
14	Telephone Number (with STD code)			15	Mobile Number										
16	Amount of transaction (Rs.)			17	Date of transaction		D	D	M	M	Y	Y	Y	Y	
18	In case of transaction in joint names, number of persons involved in the transaction														
19	Mode of transaction <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Card <input type="checkbox"/> Draft/Banker's Cheque <input type="checkbox"/> Online transfer <input type="checkbox"/> Other_____														
20	Aadhaar Number issued by UIDAI (if available)														
21	If applied for PAN and it is not yet generated, enter date of application and acknowledgement number							D	D	M	M	Y	Y	Y	Y
22	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) for the financial year in which the above transaction is held														
	a) Agricultural income (Rs.)					b) Other than agricultural income (Rs.)									
23	Details of document being produced in support of identifying Name (Refer Instruction overleaf)			Document Code		Document Identification No.			Name of address of the authority issuing the Document						
24	Details of document being produced in support of identifying Address (Refer Instruction overleaf)			Document Code		Document Identification No.			Name of address of the authority issuing the Document						

Verification

I, _____ do hereby declare that what is stated above is true to the best of my knowledge and belief.
I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) computed in accordance with the provisions of Income-tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax.

Verified today, the _____ day of _____ 20____ Place: _____ (Signature of declarant) _____

Note:

1. Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects. Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961 and on conviction be punishable, -
 - (i) in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
 - (ii) in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to two years and with fine.
2. The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

Instruction:

- (1) Documents which can be produced in support of identity and address (not required if applied for PAN and AADHAAR No. is filled): -

S.No.	Nature Of Document	Document Code	Proof of Identity	Proof of Address
A	For Individuals and HUF			
1.	AADHAAR card	01	Yes	Yes
2.	Bank/Post office passbook bearing photograph of the person	02	Yes	Yes
3.	Elector's photo identity card	03	Yes	Yes
4.	Ration/Public Distribution System card bearing photograph of the person	04	Yes	Yes
5.	Driving License	05	Yes	Yes
6.	Passport	06	Yes	Yes
7.	Pensioner Photo card	07	Yes	Yes
8.	National Rural Employment Guarantee Scheme (NREGS) Job card	08	Yes	Yes
9.	Caste or Domicile certificate bearing photo of the person	09	Yes	Yes
10.	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A	10	Yes	Yes
11.	Certificate from employer as per annexure B prescribed in Form 49 A	11	Yes	Yes
12.	Kisan passbook bearing photo	12	Yes	No
13.	Arm's license	13	Yes	No
14.	Central Government Health Scheme /Ex-servicemen Contributory Health Scheme card	14	Yes	No
15.	Photo identity card issued by the government/ Public Sector Undertaking	15	Yes	No
16.	Electricity bill (Not more than 3 months old)	16	No	Yes
17.	Landline Telephone bill (Not more than 3 months old)	17	No	Yes
18.	Water bill (Not more than 3 months old)	18	No	Yes
19.	Consumer gas card/book or piped gas bill (Not more than 3 months old)	19	No	Yes
20.	Bank Account Statement (Not more than 3 months old)	20	No	Yes
21.	Credit Card statement (Not more than 3 months old)	21	No	Yes
22.	Depository Account Statement (Not more than 3 months old)	22	No	Yes
23.	Property registration document	23	No	Yes
24.	Allotment letter of accommodation from Government	24	No	Yes
25.	Passport of spouse bearing name of the person	25	No	Yes
26.	Property tax payment receipt (Not more than one year old)	26	No	Yes
B	For Association of persons (Trusts)			
	Copy of trust deed or copy of certificate of registration issued by Charity Commissioner	27	Yes	Yes
C	For Association of persons (other than Trusts or Body of Individuals or Local authority or Artificial Juridical Person)			
	Copy of Agreement or copy of certificate of registration issued by Charity commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.	28	Yes	Yes

(2) In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.

(3) For HUF any document in the name of Karta of HUF is required.

(4) In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sl. No. 18 and the total amount of transaction is to be filled in Sl. No. 16.

In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.

Gaurantor

FORM NO. 60 [See second proviso to Rule 114B]



Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name														
	Middle Name														
	Last Name														
2	Date of Birth/ Incorporation of declarant		D	D	M	M	Y	Y	Y	Y					
3	Father's Name (in case of individual)		First Name												
			Middle Name												
			Last Name												
4	Flat/ Room No.				5	Floor No.									
6	Name of premises				7	Block Name/No.									
8	Road/ Street/ Lane				9	Area/ Locality									
10	Town/ City				11	District									
12	State				13	Pin Code									
14	Telephone Number (with STD code)				15	Mobile Number									
16	Amount of transaction (Rs.)				17	Date of transaction		D	D	M	M	Y	Y	Y	Y
18	In case of transaction in joint names, number of persons involved in the transaction														
19	Mode of transaction <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Card <input type="checkbox"/> Draft/Banker's Cheque <input type="checkbox"/> Online transfer <input type="checkbox"/> Other_____														
20	Aadhaar Number issued by UIDAI (if available)														
21	If applied for PAN and it is not yet generated, enter date of application and acknowledgement number							D	D	M	M	Y	Y	Y	Y
22	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) for the financial year in which the above transaction is held														
	a) Agricultural income (Rs.)					b) Other than agricultural income (Rs.)									
23	Details of document being produced in support of identifying Name (Refer Instruction overleaf)			Document Code		Document Identification No.			Name of address of the authority issuing the Document						
24	Details of document being produced in support of identifying Address (Refer Instruction overleaf)			Document Code		Document Identification No.			Name of address of the authority issuing the Document						

Verification

I, _____ do hereby declare that what is stated above is true to the best of my knowledge and belief.
I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) computed in accordance with the provisions of Income-tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax.

Verified today, the _____ day of _____ 20____ Place: _____ (Signature of declarant) _____

Note:

1. Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects. Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961 and on conviction be punishable, -
 - (i) in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
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5.	Driving License	05	Yes	Yes
6.	Passport	06	Yes	Yes
7.	Pensioner Photo card	07	Yes	Yes
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9.	Caste or Domicile certificate bearing photo of the person	09	Yes	Yes
10.	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A	10	Yes	Yes
11.	Certificate from employer as per annexure B prescribed in Form 49 A	11	Yes	Yes
12.	Kisan passbook bearing photo	12	Yes	No
13.	Arm's license	13	Yes	No
14.	Central Government Health Scheme /Ex-servicemen Contributory Health Scheme card	14	Yes	No
15.	Photo identity card issued by the government/ Public Sector Undertaking	15	Yes	No
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18.	Water bill (Not more than 3 months old)	18	No	Yes
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B	For Association of persons (Trusts)			
	Copy of trust deed or copy of certificate of registration issued by Charity Commissioner	27	Yes	Yes
C	For Association of persons (other than Trusts or Body of Individuals or Local authority or Artificial Juridical Person)			
	Copy of Agreement or copy of certificate of registration issued by Charity commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.	28	Yes	Yes

(2) In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.

(3) For HUF any document in the name of Karta of HUF is required.

(4) In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sl. No. 18 and the total amount of transaction is to be filled in Sl. No. 16.

In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.